



STATE OF ARIZONA
DEPARTMENT OF EMERGENCY AND MILITARY AFFAIRS
DEMA Procurement Office, Building #M5330
5636 East McDowell Road
Phoenix, Arizona 85008-3495.

REQUEST FOR QUOTATION NUMBER: Q8-0009 (NOTE: THIS IS NOT A PURCHASE ORDER)

QUOTATION DUE DATE: 2:00 P.M. (AZ TIME), September 26, 2008

In accordance with the Arizona Procurement Code, A.R.S. Title 41, Chapter 23, competitive sealed quotations for the material or service specified will be received by the Department of Emergency and Military Affairs, Purchasing and Contracting Office (State), until the date and time cited.

A FAXED OR EMAIL OFFER IS ACCEPTABLE. FAX OFFER TO (602) 267-2576 OR SEND VIA EMAIL TO KARIE.INGLES@AZDEMA.GOV. A hard copy of your offer may be mailed before the due date & time to: AZ DEMA Procurement Office, Attention: Karie Ingles, 5636 E. McDowell Rd., Building #M5330, Phoenix, AZ 85008.

All offers must be in the possession of the Department Procurement Office (State) on, or prior to, the due date and time. Except as provided in the Arizona Procurement Code, late offers will not be considered.

SPECIFICATIONS/SCOPE OF WORK: Furnish all labor, supplies, material, applicable taxes, transportation and services required to: Monthly Pest Control Service for Project Challenge

PRE-BID CONFERENCE/SITE VISIT: A pre-bid/site visit conference will be held at **10:00 A.M. (AZ TIME)**, on **September 23, 2008** at Project Challenge located at 20395 East Rittenhouse, Queen Creek, AZ 85242. All potential Offerors are highly encouraged to attend.

ALL PROCUREMENT RELATED AND TECHNICAL QUESTIONS REGARDING THIS SOLICATION SHALL BE DIRECTED TO:

BUYER: Karie Ingles, CPPB; **TELEPHONE:** 602-267-2511; **FAX:** 602-267-2576; **E-MAIL:** karie.ingles@azdema.gov

SOLICITATION ISSUE DATE: September 11, 2008

It is the responsibility of the bidder submitting an offer to fully understand all terms and conditions referenced in this solicitation. The award will be made to the lowest, responsive, responsible bidder.

Quotations are due at the Department of Emergency & Military Affairs, Purchasing and Contracting Office, 5636 E. McDowell Rd. Bldg. #M5330, Phoenix, AZ 85008-3495 by the due date and time. A FAXED OR EMAIL QUOTE IS ACCEPTABLE. IN ADDITION, A HARDCOPY OF THE OFFER AND APPLICABLE DOCUMENTS MAY BE MAILED TO THE BUYER'S ATTENTION AT THE ABOVE ADDRESS BEFORE THE DUE DATE AND TIME.

RFQ NUMBER: Q8-0009

Line Item	Quantity	Location	Monthly Price	Annual Price
1	12	Project Challenge (As identified in SOW, pages 11-14)	\$ _____	\$ _____

Additional Expenses for Related Services (As Needed):		
A.	Mosquito Fogging Spray	\$ _____ Per Week Rate \$ _____ Per Month Rate
B.	Pigeon Control (one time initial netting in all pigeon access areas with zippers)	\$ _____ One time set up netting & clean-up
C.	Pigeon Control	\$ _____ Monthly Follow-up
D.	Rodent Control	\$ _____ Per Hour
E.	Termite Treatment/Inspection	\$ _____ Per Linear Foot
F.	Emergency Rate	\$ _____ Per Hour

EMAIL: _____

ATTACHMENT A – PRICING CONTINUED

ARIZONA TRANSACTION (SALES) PRIVILEGE TAX LICENSE NO.: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

I hereby certify that I have read, received, understand and agree with all terms and amendments of the request for quotation and that acceptance by the State of Arizona of the Contractor's offer by the issuance of a Purchase Order or Contract will create a binding Contract. I agree to fully comply with all terms and conditions as set forth in the Arizona Procurement Rules and Regulations, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement. Furthermore, in accordance with A.R.S. § 35-397, I certify that this firm does not have scrutinized business operations in Iran and/or Sudan.

Signature

Date

Typed Name and Title

ATTACHMENT B – (Mandatory Submission Requirement)
SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION

Executive Order 2004-29 requires all State of Arizona agencies to track and report solicitations distributed and awarded to Small, Woman-Owned and/or Minority-Owned firms.

A small business is one that, including its affiliates, is independently owned and operated, is not dominant in the type of business it conducts, and employs fewer than 100 employees OR has less than \$4 million in annual sales. To qualify as a minority or women-owned business, the firm must be at least 51% minority or woman owned.

When practical, purchases/contracts less than \$50,000 will be made from small businesses.

When practical, purchases/contracts less than \$50,000 will be made from and/or awarded to small businesses.

CHECK THE APPROPRIATE CLASSIFICATION APPLICABLE TO YOUR FIRM:

<ul style="list-style-type: none"><input type="radio"/> 1.0 Small Business (SB)<input type="radio"/> 2.0 Small Business- African American (SBAA)<input type="radio"/> 3.0 Small Business- Asian (SBA)<input type="radio"/> 4.0 Small Business- Hispanic (SBH)<input type="radio"/> 5.0 Small Business- Native American (SBNA)<input type="radio"/> 6.0 Small Business- Other (SBO)<input type="radio"/> 7.0 Small, Woman Owned Bus. (SWOB)<input type="radio"/> 8.0 Small, Woman Owned Bus.- African American (SWOBAA)<input type="radio"/> 9.0 Small, Woman Owned Bus.- Asian (SWOBA)<input type="radio"/> 10.0 Small, Woman Owned Bus. Hispanic (SWOBH)<input type="radio"/> 11.0 Small, Woman Owned Bus. Native American (SWOBNA)<input type="radio"/> 12.0 Small, Woman Owned Bus. Other (SWOBO)	<ul style="list-style-type: none"><input type="radio"/> 13.0 Woman Owned Business (WOB)<input type="radio"/> 14.0 Woman Owned Bus. African American (WOBAA)<input type="radio"/> 15.0 Woman Owned Bus. Asian (WOBA)<input type="radio"/> 16.0 Woman Owned Bus. Hispanic (WOBH)<input type="radio"/> 17.0 Woman Owned Bus. Native American (WOBNA)<input type="radio"/> 18.0 Woman Owned Bus. Other (WOBO)<input type="radio"/> 19.0 Minority Owned Bus. African American (MAA)<input type="radio"/> 20.0 Minority Owned Bus. Asian (MA)<input type="radio"/> 21.0 Minority Owned Bus. Hispanic (MHA)<input type="radio"/> 22.0 Minority Owned Bus. Native American (NA)<input type="radio"/> 23.0 Minority Owned Bus. Other (MO)
<input type="checkbox"/> 24.00 (NONE) None of these categories is applicable and firm does not qualify as either a Small, Woman, or Minority-Owned firm.	

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Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a small business with less than 100 employees and/or less than \$4 million in annual sales.

Signature

Date

I hereby certify that _____ (Firm/Company Name) ☐ is or ☐ is not (check one) a
☐ Minority and/or ☐ Women (check one or both) owned business in accordance with Executive Order 2004-29 issued by Governor Napolitano.

Signature

Date

INSTRUCTIONS TO OFFERORS/SPECIAL TERMS AND CONDITIONS

1. **Submission.** Each offer shall be signed and received in the Department of Emergency and Military Affairs Procurement Office (State) by the date and time indicated. Erasures, interlineations or other modifications in the offer must be acknowledged (i.e. initialed) by the person signing the offer.
2. **Offer Waiver and Rejection.** Notwithstanding any other provision of this solicitation, the Department expressly reserves the right to:
 - a. Waive any immaterial defect or informality; or
 - b. Reject any or all quotations, or portions thereof, or
 - c. Reissue a Request for quotation/estimate.
3. **Taxes.** The State will pay any applicable State of Arizona transaction privilege tax and any other applicable state or local taxes on the services rendered or products supplied. No payment shall be made for any personal property taxes levied on vendor or any taxes levied on employee's wages. Applicable taxes must be shown separately on any invoice submitted for payment and such sums shall be due and payable to vendor upon delivery. If your firm is claiming a tax exemption, a valid tax exemption certificate (copy) and certificate number must be provided with your quote.
4. **Award of Contract.** Unless the Bidder states otherwise, or unless otherwise provided within this solicitation, the State reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the State.

A response to this solicitation is an offer to contract with the State based upon the terms, conditions and specifications contained herein. An offer does not become a contract unless an authorized procurement officer accepts it in writing.

5. **Americans with Disabilities Act.** People with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Requests for special accommodations must be made seventy-two (72) hours prior to quote due date. If you require accommodations, please contact the Buyer, as stated on the front page of this package.
6. **Incorporation by Reference.** The following documents shall apply to all work under this solicitation and are hereby incorporated herein by reference:
 - a. Uniform Instructions to Offerors (**Version 7.1, Dated 05/01/03**)
 - b. Uniform General Terms and Conditions (**Version 7.0, Dated 05/01/03**)

A copy of these documents can be obtained by visiting the Arizona Department of Emergency and Military Affairs Procurement Office, by calling 602-267-2699 or from the following url:
<http://www.azdoa.gov/spo/procurement-documents/procurement-documents>

7. **Offer Acceptance Period.** Any Offeror submitting an offer under this Solicitation shall hold its offer open for a period of ninety (90) days after the solicitation due date.
8. **Contract Term.** The term of any resultant agreement shall commence on the date of award and continue in full force and effect for a period of one (1) year, thereafter, unless terminated, canceled or extended as otherwise provided herein. The State of Arizona reserves the right to unilaterally extend the period of any resultant contract for thirty-one (31) days beyond the stated expiration date. In addition, by mutual written agreement, any resultant contract may be extended for supplemental periods up to a maximum of 5 (five) years or \$50,000, which ever comes first.
9. **Contract Administration.** Following award the Contractor shall contact the Procurement Group for guidance or direction in matters of contract interpretation or problems regarding the terms, conditions or scope of the contract. Only the Procurement Officer or his/her authorized designee is authorized to change or amend the specific terms, conditions or provisions of the agreement.
10. **Contract Modification.** This contract may only be modified by a written amendment signed individually by an agent from both parties who are authorized to enter into contracts on behalf of the State of Arizona and the Contractor.

11. **Descriptive Literature.** All offers must include complete manufacturers descriptive literature regarding items they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this may result in the proposal being rejected.
12. **Estimated Square Footage.** The square footage(s) shown are estimates only, and the Department reserves the right to increase or decrease amounts as circumstances may require.
13. **Contractor Licenses.** Each Offeror must be properly licensed under all applicable federal, state and local licenses, in addition to obtaining any permits required for the legal operation of its business to perform all work covered by this solicitation in accordance with the laws of the State of Arizona. Proof of licensure may be requested by the State prior to contract award.

The Contractor shall at their expense, possess or obtain, and retain in force without any violations, complaints, or suspensions during the term of this contract, all licenses, permits, certifications, or fees and comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations and the acts, codes, orders, and decrees of any administrative bodies, councils, or tribunals in any manner affecting the performance of the solicited services herein.

The Contractor shall comply with the Social Security Act, Workers' Compensation laws, and Unemployment laws of the State of Arizona as well as all local, state, and federal legislation, rules, and regulations associated with maintenance and construction relevant to the Contractor's business.

The Contractor performing pest control shall be licensed by the **State of Arizona Structural Pest Control Commission** to perform these services. **A copy of this license shall be submitted with response.** All personnel applying pesticides and herbicides under this contract shall be in compliance with all rules and regulations of the **Arizona Structural Pest Control Commission** and shall be in possession of all required certifications applicable to the work being performed

14. **Notice to Proceed.** The Department of Emergency and Military Affairs will issue a written Notice to Proceed or executed Purchase Order for the material or service covered under this agreement. The firm(s) awarded the contract as a result of this solicitation are not authorized to proceed until after having received a signed purchase order or formal written Notice to Proceed.
15. **Post Award Conference.** After award of this agreement, the Contractor may be required to participate in a post award meeting for the purpose of ensuring a complete understanding of the requirements of the contract. This meeting will be arranged by the department procurement officer or designated representative.
16. **Indemnification.** Contractor agrees to indemnify, defend, save and hold harmless the State of Arizona, and their respective directors, officers, officials, agents and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, costs, losses, or expenses, including reasonable attorney's fees, (hereinafter collectively referred to as "Claims") arising out of actual or alleged bodily injury or personal injury of any person (including death) or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of Contractor's directors, officers, agents, employees, volunteers or subcontractors. This indemnity includes any claim or amount arising or recovered under the Workers' Compensation Law or arising out of the failure of Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, be indemnified by Contractor from and against any and all Claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. **Insurance Requirements.** Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.
- The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

• General Aggregate	\$1,000,000
• Products – Completed Operations Aggregate	\$ 500,000
• Personal and Advertising Injury	\$ 500,000
• Blanket Contractual Liability – Written and Oral	\$ 500,000
• Fire Legal Liability	\$ 25,000
• Each Occurrence	\$ 500,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. The policy shall be endorsed to **include master key coverage.**

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$ 500,000
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- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.***
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 100,000
Disease – Each Employee	\$ 100,000
Disease – Policy Limit	\$1,000,000

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS

The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. NOTICE OF CANCELLATION

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to **Arizona Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. M5330, Phoenix, AZ 85008**, and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

E. VERIFICATION OF COVERAGE

The awarded Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **Department of Emergency and Military Affairs, 5636 E. McDowell Rd., Bldg. #M5330, Phoenix, AZ. 85008**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

F. SUBCONTRACTORS

Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

G. APPROVAL

Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

H. EXCEPTIONS

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

18. **Invoicing.** Upon satisfactory inspection and acceptance by the Department of the completed visit, the contractor shall submit an invoice for payment to the DEMA designee identified on the original purchase order.

All invoices shall contain the purchase order number, contract name and number, Contractor's name, address and phone number and the name of the Contractor's representative to contact concerning billing questions.

Invoices not sent to the proper address, or not containing the necessary and required information may delay payment to the contractor. A contractor whose payments are delayed due to improper invoicing shall make no claim against the Department or the State for late or finance charges.

The Department will make every effort to process payment for the purchase of service within thirty (30) calendar days after the Department has conducted the necessary reviews, and inspections as described herein.

19. **Price Adjustment/Reduction.** The State may review a fully documented request for a price increase only after the Contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a Contract extension and shall be a factor in the extension review process. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the date of the Contract amendment.

A price reduction adjustment may be offered at any time during the term of the Contract and shall become effective upon notice.

20. **Safety Standards.** All work provided under the Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the Uniform Building Code, the National Electric Code, the National Fire Protection Association Standards, and any other applicable Code, Law or Statute.

21. **Termination.** The DEMA Procurement Office reserves the right to terminate this agreement for convenience without penalty or recourse by giving thirty (30) days prior written notice to the Contractor. In the event DEMA exercises this provision, all documents, data, and reports prepared by the Contractor under this agreement shall become the property of the State of Arizona (at the option of the DEMA Procurement Office). The Contractor shall be entitled to receive just and equitable compensation for the work completed to the effective date of the termination.

22. **Removal of Contractor Employees.** The contractor shall utilize only experienced, responsible and capable employees in the performance of this contract. At the Departments request, the Contractor shall replace or remove employees who endanger person or property or whose continued employment under this contract is inconsistent with the best interests of the State and/or the Department.

23. **Employees of the Contractor.** No one except authorized employees of the Contractor is allowed on the premises of the Department buildings. Contractor employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any person unless said person is an authorized employee of the Contractor. Under no circumstances are minor children to be allowed on State property in the course of the Contractor's work schedule.

All Contractor employees shall wear identification badges or uniforms at ALL times.

24. **Arbitration.** After exhausting all applicable administrative review procedures, to the extent required by A.R.S. 12-1518 except as may be required by other applicable statutes, the parties to this agreement shall resolve all disputes arising out of or relating to this agreement through arbitration.

25. **Discounts.** Payment discount periods shall be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date the State's warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more shall be deducted from the quotation price in determining the low quotation. The State shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

26. **Offshore Performance of Work Prohibited.** Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in their quotation or proposal.

27. **Federal Immigration Laws, Compliance by State Contractors.** By signing the Offer the Offeror warrants that it and all proposed subcontractors are in compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Offeror shall obtain statements from all proposed subcontractors certifying compliance with this requirement and shall furnish the statements to the Procurement Officer upon request.

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect find or that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance is the responsibility of the Contractor.

28. **Small Business.** In accordance with Executive Order 2004-29 and Rule R2-7-D302.B (Small Business Set Aside) of the Arizona Procurement Code, this request for quotation is restricted to small, woman-owned and/or minority-owned businesses. Businesses qualifying as such must self certify their status as such by filling out and completing ATTACHMENT B (SMALL, WOMAN-OWNED AND/OR MINORITY-OWNED BUSINESSES CERTIFICATION).

EXHIBIT 1 -- SCOPE OF WORK

The Arizona Department of Emergency and Military Affairs (DEMA) herein referred to as the Department intends to establish a contract for **Pest Control Services for Project Challenge, located in Queen Creek, Arizona**. The Contractor shall provide the necessary personnel, chemicals, and equipment to provide pest control services as specified in accordance with the Contract requirements.

1. WORK LOCATION

1.1 Bidders are strongly encouraged to visit the site locations and carefully examine the proposed work and satisfy themselves as to the man-hours and conditions to be encountered in performing the work. **NOTE: All square footage (sq. ft.) is approximate. Contractor shall be responsible for correct square footage measurements.**

1.2 Submission of a bid is prima facie evidence that the Bidder has examined the work site, understands all work requirements and is aware of all conditions that might impact work performance.

1.3 Site Information:

Project Challenge
20395 E. Rittenhouse Road
Queen Creek, Arizona 85242

Contacts: Sandi Smith or Larry Cox
Telephone Numbers: 480.988.4100 x.205 or 227

Square Footage of Property: 5 Acres

Square Footage of Existing Buildings: Aprox. 42,232 - See Attached document - Exhibit 1

2. WORK SCHEDULE

2.1 Upon issuance of the Department's Purchase Order, the Contractor shall contact the Site Coordinator(s) to create a service schedule. The service schedule must indicate the date the site is scheduled for service.

2.2 The Department reserves the right to make adjustments in the schedule at any time. To include but not limited to the accelerations of individual scheduled service treatment in lieu of re-treatment.

2.3 In the event that the normal day to service is a State holiday, the Contractor shall perform the service on the working day, PRIOR to the holiday.

2.4 All work shall be complete during **8am – 4pm (AZ TIME) Monday through Friday**, excluding State holidays, unless designated as an emergency or approved by the Department. Saturday's may be scheduled, if necessary.

2.5 All requests, for re-treatment or modifications to service schedule, shall be coordinated with the Site Coordinator.

3. REQUIRED MONTHLY SERVICE

3.1 Service shall include clean out and control of, but not limited to; roaches, gnats, weevils, fleas, mosquito's, ants, silverfish, wasps, hornets, crickets, flies, spiders (including black widows) scorpions, mites, carpet beetles and moths. **Contractor shall treat every interior room and closet in each facility and immediately around the base exterior, windows frames and door jams during the contract period on a monthly basis (or as otherwise stated), to also include the immediate exterior of the building.**

3.2 Contractor guarantees all pest control treatments for thirty (30) calendar days following scheduled treatment. The Department expressly reserves the right to request re-treatment should pest infestation re-appear during the guarantee period. Re-treatment must be performed within two (2), but no later than five (5) working days following notification at no additional charge to the Department.

4. CONTRACTOR RESPONSIBILITIES

The Site Coordinator or their authorized representative shall decide all questions that may arise as to the quality and acceptability of any work performed under the contract.

- 4.1 The Contractor shall treat all buildings as indicated for the eradication of, and, preventive control of the above named pests in Paragraph 3.1 (or as otherwise stated).
- 4.2 Any exterior attachments to a building (gutters, overhands, etc.) will be sprayed for wasps, hornets and bees when requested by the Department at no additional cost.
- 4.3 The Contractor shall perform the work so as to minimize disruption to the normal operation of any household or business at and around the project location. Upon completion of work the Contractor shall be responsible for cleaning and removing from the job site all debris, materials and equipment associated with the work performed.
- 4.4 The Contractor shall carry on the operation in such a manner that the Contractor does not damage existing grounds, buildings, landscaping, utilities, highway markers, or other structures. In the event damage occurs to Department property or any adjacent property by reason of any operations performed under this contract, the Contractor shall replace or repair the same at no cost to the State and as directed by the Department. If damage caused by the Contractor has to be repaired or replaced by the Department, the cost of such work shall be deducted from the monies due the Contractor.

5. TERMITE TREATMENT/INSPECTION

- 5.1 Termite inspection and treatment shall include all labor, material, equipment and services necessary to complete all work involved in the inspection and treatment of termites. Termite treatment shall be charged by the lineal foot separate from the monthly service.
- 5.2 The Contractor guarantees effectiveness of the treatment for a period of one (1) year.
- 5.3 Should termites re-appear during the guarantee period a re-treatment for termites shall be performed within two (2), no later than five (5) working days following notification at no additional charge to the Department.
- 5.4 The Contractor shall provide on the Price Sheet the per lineal feet is to include Termite inspection, treatment and all labor, material, equipment and services.

6. RODENT CONTROL

- 6.1 The Department may require Rodent Control Service for the location identified in Paragraph 1.
 - 6.1.1 To accommodate this request the Department is requesting a price per hour to correct or prevent rat and mice infestations through the use of, but not limited to, rodenticide or the placement and monitoring of interior and exterior bait stations and/or rodent traps.
 - 6.1.2 Bait stations and Traps shall be monitored and re-baited at a frequency schedule (i.e. weekly, bi-monthly, monthly etc.) agreed to by the contractor and the Department's on-site coordinator.
 - 6.1.3 Contractor shall be responsible for removing all trapped and/or dead rodents during the scheduled service or within two hours of being notified.
 - 6.1.4 The price per hour is to include the cost of labor, rodenticide, bait, bait stations, traps, and all other tools and materials. Cost shall be identified on the Price Sheet to include the cost of labor, rodenticide, bait, bait stations, traps, and all other tools and materials.

7. RESPONSE TIME

- 7.1 Contractor will respond to service calls within Three (3) business days. For emergency pest control services the contractor will respond within forty eight (48) hours of notification to the facility. If the contractor fails to provide emergency services within forty eight (48) hours, contractor will be required to respond within four (4) hours of notification by the Procurement Office.
- 7.2 Travel time to and from the job site shall not be paid.

8. EQUIPMENT AND SUPPLIES

- 8.1 The Contractor shall furnish all necessary supplies, labor, vehicles and equipment to perform services. All supplies, labor, vehicles and equipment shall be compliant with the specifications, terms and provisions set forth herein and shall be subject to random, unannounced inspection by the Department.
- 8.2 The Contractor shall outfit all equipment and materials used with any and all such safety devices and warning mechanisms as may be necessary to advise and protect the public and prevent personal injury and property damage.
- 8.3 All equipment must be in good operating condition at all times. The Department reserves the right to inspect any equipment to verify its condition and suitability for the job.
- 8.4 The contractor shall provide sufficient equipment, supplies and personnel to complete the work within the designated time frames.
- 8.5 Material, techniques and processes shall fully comply with all applicable federal, state and local laws; regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply shall be sufficient grounds for immediate termination of this Contract. Pesticides and chemicals used in the performance of this Contract shall be in strict conformance with the manufacturer's instructions as they appear on the label.
- 8.6 All pesticides must have the required EPA labels and application shall be in accordance with the manufacturer's instructions.
- 8.7 Chemical agents used shall be warranted for the labeled time period and shall not exceed the shelf time, if applicable.
- 8.8 All pesticides and their containers must be properly disposed of according to applicable federal, state and local laws; regulations, standards and ordinances pertaining to health, safety, and environmental protection. Failure to comply shall be sufficient grounds for immediate termination of contract.

9. QUALITY CONTROL

- 9.1 The Contractor shall exercise caution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed and the Contractor and Contractor's employees shall at all times be attentive to the safe preservation of persons and property at all sites. All fines, penalties and/or repair charges resulting from the Contractor's neglect of safety provisions shall be the sole responsibility of the Contractor.
- 9.2 The Contractor shall avoid damage to existing structures. In the event that a structure is damaged in the course of work, the Contractor shall be solely responsible for its repair or replacement.
- 9.3 The Contractor shall report any problem areas, in respect to the buildings and/or surrounding areas; to the Department Site Coordinator.

9.4 The Contractor's job supervisor and additional personnel as deemed necessary by the Site Coordinator or his designated representative, shall be literate and fluent in the English language. This is not meant to require that all Contractor personnel speak, read and write English. Most tasks may require only the job supervisor, crew leader or crewmember to speak, read and write English. This requirement is necessary due to the following reasons that include, but are not limited to:

a) Warnings of emergencies and hazards.

b) Preparation of reports.

c) Communication with Department personnel and tenants.

9.4.1 Due to the significance of the above listed reasons, the English requirement is being made with the intent that communications between the Contractor representatives and Department personnel and between the Contractor representatives and the public will be understood.

9.5 Upon receipt of the Intent to Award, the Contractor shall provide the Department (Procurement Officer) with the names and telephone numbers of a Job Manager or Working Supervisor. The Supervisor shall be responsible for the competent performance of all pest control services pursuant to this contract. The Job Manager should make sufficient routine inspections to insure that all work is performed as specified.

10. INSPECTION

10.1 In the event service performed is unsatisfactory or is **NOT** in accordance with the specifications the Contractor shall, upon notification by the Site Coordinator(s), cause the Department facilities to be serviced immediately without additional cost to the Department.

10.2 In the event that work performance is unsatisfactory, the Contractor will be notified by the Department and given a stated amount of time to correct the work.

10.3 The Department reserves the right to complete the work to its satisfaction and deduct the cost from any monies due to the Contractor if the work is NOT corrected within the allotted time frame.

Site plan of the proposed new building at the Naval Air Station, San Diego. The plan shows a large rectangular building complex with various rooms labeled. To the left is a 'SAND VOLLEYBALL' court. Below the main building is a 'GYMNASIUM UNDER CONSTRUCTION' area. To the right is a 'PARADE FIELD'. The building includes rooms such as 'ADMIN 2,160 SF', '00106 CLASSROOM BUILDING 4,987 SF', '00107 MODULAR OFFICE 1,440 SF', '00104 ADMIN./SUPPLY 6,670 SF', '00108 WOMEN'S DORM 3,091 SF', '00120 MEN'S DORM 6,292 SF', '00122 MEN'S DORM 6,292 SF', and '00118 MODULAR CLASSROOM'. A 'GRAVEL PARKING LOT' is located at the top, and a 'GRAVEL LOT' is on the right. A '5' x 5' CONCRETE SCOOP, TYP.' is shown near the volleyball court. Dimensions for the site are provided: 81'-00" by 82'-00" on the left, 80'-00" by 82'-00" on the right, and 80'-00" by 82'-00" at the bottom. A north arrow is located in the upper right corner.